

CHRISTOPHER LOWE (CL-0218)
JAMES R. CHO (JC-4678)
SEYFARTH SHAW LLP
620 Eighth Avenue, 32nd floor
New York, New York 10018
212-218-5500
Attorneys for Defendant

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
LISA MCQUEEN-STARLING, : Civil Action No. 08-4885 (JGK/RLE)
Plaintiff, : ECF Case
v. :
UNITEDHEALTH GROUP, INC. AND, :
OXFORD HEALTH PLANS¹ :
Defendants. :
----- x

**DEFENDANT'S ANSWER TO PLAINTIFF'S
PETITION TO VACATE ARBITRATION AWARD**

Defendants (which are described in the caption as “UnitedHealth Group Incorporated” and “Oxford Health Plans”), by and through counsel, submit this Answer To Plaintiff’s Petition To Vacate Arbitration Award as follows:

1. In response to paragraph 1 of the petition, Defendants admit that Lisa McQueen-Starling (“McQueen”) is the petitioner herein and that she submitted a petition seeking to vacate the January 28, 2008 Opinion and Award (“Opinion”) pursuant to the parties’ agreement of November 3, 2004 and Rule 7511 of the Civil Procedure Law and Rules.

¹ Plaintiff incorrectly identified defendants in her arbitration demand and in her Petition to Vacate Arbitration Award as UnitedHealth Group, Inc. and Oxford Health Plans. The correct name of her employer is United HealthCare Services, Inc., which is the proper defendant in this case.

2. Defendants admit the allegations in paragraph 2 of the petition but deny that they violated any laws.
3. In response to paragraph 3 of the petition, Defendants admit that McQueen is an African-American woman who worked for Oxford Health Plans from June 2000 until mid-2004. Defendants further admit that Oxford merged with UnitedHealth Group, Inc. and that McQueen's employment was involuntarily terminated on March 29, 2006. Plaintiff incorrectly identified defendants in her arbitration demand and in her Petition to Vacate Arbitration Award as UnitedHealth Group, Inc. and Oxford Health Plans. The correct name of her employer at the time of her termination was United HealthCare Services, Inc. Defendants deny the remaining allegations in paragraph 3 of the petition.
4. Defendants admit the allegations in paragraph 4 of the petition.
5. In response to paragraph 5 of the petition, Defendants state that UnitedHealth Group Incorporated is a Minnesota corporation with its principal place of business in Minnesota. Oxford Health Plans, a Delaware corporation, is a wholly-owned subsidiary of UnitedHealth Group Incorporated with its principal place of business in Connecticut. United HealthCare Services, Inc., a Minnesota corporation, is a wholly-owned subsidiary of UnitedHealth Group Incorporated with its principal place of business in Minnesota. Defendants further admit that United HealthCare Services, Inc. is an employer within the meaning of the New York Human Rights Law and the Administrative Code of the City of New York. Defendants deny the remaining allegations in paragraph 5 of the petition.
6. Defendants admit that McQueen worked for a period of time in Manhattan and at the time of her termination was employed by United HealthCare Services, Inc. Defendants deny the remaining allegations in paragraph 6 of the petition.

7. To the extent that the arbitration record, including the exhibits and Opinion, is written, it speaks for itself. Defendants admit that the arbitrator issued an Opinion. Defendants deny that there is any basis for vacating the arbitration award under the Federal Arbitration Act, the Uniform Arbitration Act and/or otherwise applicable law, and deny that Plaintiff is entitled to judgment in her favor or any relief whatsoever. Defendants further deny the remaining allegations in paragraph 7 of the petition and its subparts.

8. Defendants admit that parts of the section quoted in paragraph 8 of the petition appear in the parties' Employment Arbitration Policy, but deny that the award should be vacated.

9. To the extent that the arbitration record, including the exhibits and Opinion, is written, it speaks for itself. Defendants deny that there is any basis for vacating the arbitration award under New York law and/or otherwise applicable law, and deny that Plaintiff is entitled to judgment in her favor or any relief whatsoever. Defendants further deny the remaining allegations in paragraph 9 of the petition.

WHEREFORE, Defendants pray for relief as follows:

1. That the Petition to Vacate Arbitration Award be denied, that the request to vacate the arbitrator's award and any and all of Plaintiff's other requests for relief be denied, and that the petition be dismissed with prejudice;

2. That the arbitrator's Opinion be confirmed and that judgment be entered consistent with the arbitrator's decision;

3. That Defendants be awarded their costs, including reasonable attorney's fees as permitted by law; and

4. That Defendants be granted such other relief as is just, proper and permitted by law.

Dated: New York, New York
June 3, 2008

Respectfully submitted,

UNITED HEALTHCARE SERVICES, INC.

By: s/ James R Cho

One of Its Attorneys

Christopher Lowe(CL-0218)
clowe@seyfarth.com
James R. Cho (JC-4678)
jcho@seyfarth.com
SEYFARTH SHAW LLP
620 Eighth Avenue, 32nd floor
New York, New York 10018
212-218 5500
212-218-5526 (fax)
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2008, I electronically filed DEFENDANT'S ANSWER TO PLAINTIFF'S PETITION TO VACATE ARBITRATION AWARD with the Clerk of the District Court for the Southern District of New York using the CM/ECF system, which sent notification of such filing to the following:

Debra L. Raskin (DR 5431)
draskin@vladeck.com
Maia Goodell (MG 8905)
mgoodell@vladeck.com
Vladeck, Waldman, Elias & Engelhard, P.C.
1501 Broadway, Suite 800
New York, NY 10036
212-403-7300
212-221-3172 (fax)
Attorneys for Plaintiff

s/ James R Cho

James R. Cho